

RECONVEYANCE and REASSIGNMENT Words:

REMISE: A Surrender; a Release; a Reconveyance.

RECONVEYANCE: A conveyance by the GRANTEE under a former conveyance To The Grantor in such conveyance.

RESURRENDER: The reconveyance of copyhold land to the mortgagor upon the payment of the mortgage debt.

ACTIO: (Roman law.) A right of action by which a person who has acquired a right may prosecute and enforce it by process of law, if it is contested. See Mackeldey's Roman Law, § 17.

ACTIO AD SUPPLENDAM LEGITIMAM: A civil law action brought by a person claiming a statutory share of a decedent's estate to compel the beneficiaries under the will to contribute to furnish his statutory share.

ACTIO CERTAE CREDITAE PECUNIAE: A Roman law action for the recovery of a certain fixed sum of money.

ACTIO CONDICTIO INDEBITATI: A civil law action to recover a payment made under mistake.

ACTIO DE PECUNIA CONSTITUTA: A civil law action on a promise to pay one's own pre-existing debt or that of another. The action would lie even in the absence of a formal engagement to pay.

ACTIO EX STIPULATU: A civil law action founded upon a stipulation, which was a solemn, Formal Promise.

ACTIO IN REM HYPOTHECARIA: A praetorian action under the Roman Law whereby a creditor, with whom a debtor had agreed that certain chattels should be security for the debt, could obtain possession of the chattels.

ACTIO LEGATI: A civil law action by a legatee to enforce an obligation against the person charged by the legacy with the obligation (*the Assigned Promisor*).

ACTIO MANDATI: (Civil law.) An action by a person to whom another (the mandatory or known as the Assigned Promisor) has Promised to execute a commission (mandate/Promise) for damages caused by the mandatory's negligence.

ACTION EN INTERRUPTION: An action brought to stop the running of the statute of limitations against the plaintiff's claim.

ACTION EX DELICTO: An action arising out of the Violation of a Duty or Obligation created by Positive Law independent of contract. 1 Am J2d Actions § 8. There may be a duty imposed by law by the relation of the parties, although the relation was created by contract, and when this is so, a neglect to perform this duty gives the injured person a right of action, and he may elect to sue upon the contract, or treat the wrong as a tort, and bring an Action Ex Delicto.

POSITIVE FRAUD: Actual, as distinguished from constructive, Fraud. 37 Am J2d Fraud § 4. {Hidden usage of Authorized Representative.}

POSITIVE LAW: The rules of conduct established by tacit acquiescence or by the legislature, and which derive their force and authority from such acquiescence or enactment, and not because they are the dictates of natural justice, and as such, of universal obligation. Commonwealth v Aves, 35 Mass (18 Pick) 193, 212.

POSITIVE REPRESENTATION: A statement made without qualification express or implied. 37 Am J2d Fraud § 203.

ACTIO PIGNORATICIA: A civil law action founded upon a Pledge.

ACTIO QUANTI MINORIS: A civil law action by the vendee on an implied warranty of quality wherein he claimed a reduction in the price corresponding with the lower value caused by the defect.

ACTIO RE UXORIAE: A civil law action on the Dissolution of a marriage for the Restoration of the Dowry given to the couple at the time of their marriage.

ACTIO STRICTI JURIS: A civil law action in which the Court followed the letter of the law.

ACTIO VI BONORUM RAPTORUM: A civil law action for injury done by means of a robbery.

ACTIO VINDICTAM SPIRANS: A civil law action brought by the plaintiff to secure personal satisfaction.

STIPULATION: In admiralty, the equivalent of a bond furnished in a proceeding. 2 Am J2d Adm § 157. An agreement, admission, or concession made in a judicial proceeding by the parties thereto or their attorneys, in respect of some matter incident to the proceeding, for the purpose, ordinarily, of avoiding delay, trouble, and expense. 50 Am J1st Stip § 2. A method of voluntary dismissal of action. 24 Am J2d Dism § 7.

Stipulations differ in their character, some being mere admissions of fact, simply relieving a party from the inconvenience of making proof, while others embody all the essential characteristics of a contract. Thayer v Federal Life Ins. Co. 217 Wis 282, 258 NW 489.

BREACH OF PROMISE: Literally the failure to perform a Promise, but known to the law and also to laymen as breach of promise of marriage. 12 Am J2d Breach P § 1. (*STATE Fraternal Trustee/Executorial Assigned Promisors – Attorney General, County Attorneys and Judges*)

BREACH OF TRUST: A term susceptible of wide application, comprehending derelictions by persons in all confidential and fiduciary relationships, but applicable particularly to a violation of duty by a Trustee (*STATE Fraternal Trustee/Executorial Assigned Promisors – Attorney General, County Attorneys and Judges*), whether it be willful or fraudulent, occurring by negligence, or arising from mere oversight or forgetfulness. 54 Am J1st Trusts § 300.

PRAESTARE: (Roman law.) To Perform; to Fulfill; to Execute; to guarantee; to become surety for; to answer for; to be responsible for; to excel. {*Executorial Assigned Promisors*}

PRAESUMPTIO JURIS ET DE JURE: A Presumption of Law as to the LAW; a Conclusive or Irrebuttable Presumption.

PRAETEXTU LICITI NON DEBET ADMITTI ILLICITUM: An Unlawful Thing ought not to be permitted under a Pretext of Legality.

PLEDGE: A bailment of personal property as security for a debt or obligation, Redeemable upon terms and with the implied power of sale on default. 41 Am J1st Pldg & Col § 2.

PLEDGEE: A person to whom personal property is pledged by a Pledgor. (The *Fraternal Trustees/Executorial Assigned Promisors – Attorney Generals, County Attorneys and Judges*)

PLEDGES: Persons who became sureties to answer for the obligation of another. Plural of pledge.

PLEDGOR: A person who makes a pledge of personal property to a PLEDGEE. (We the People are the Pledgor.)

PROMISE: Verb: To engage. To Pledge one's self to performance. To assure the performance of a particular act. To pledge by contract. *Knecht v Mutual Life Ins. Co.* 90 Pa 118. Noun: An assurance, in whatever form of expression used, that a thing will or will not be done. *Baehr v Penn-O-Tex Oil Corp.* 258 Minn 533, 104 NW2d 661. Something more than an acknowledgement of an obligation. UCC § 3-102(1)(c), and Comment 2. A declaration which gives to the person to whom it is made a right to expect or claim the performance or non-performance of some particular thing. *Taylor v Miller*, 113 NC 340, 342, 18 SE 504. An undertaking which binds the promisor for the happening of a future event, provided it is supported by a consideration. 17 Am J2d Contr § 2. [The Presidential Promise of 1933 and the Attorney Generals, County Attorneys, US Trustees and Judges are required to Honor it as they are Executorial Assigned Promisors; holding our In Trusted Assets in our STATE Promissory Mortgage Pool.]

PROMISEE: The person to whom a promise is made. (We the People)

CONCESSI: I have Granted. The word is a technical one which was used in conveyancing. It had the same meaning and use as the word "demisi," I have demised, and if a grantor used it in a lease for years, it implied a covenant that if the assignee of the lessee be evicted, he should have a writ of covenant. *Wiggins v Pender*, 132 NC 628, 44 SE 362.

CONCESSIMUS: We have Granted.

CONCESSIO: A Grant; a Concession. {*It is a form of a confession.*}

CONCESSION: An acknowledgment of a point made by another. As the word is used in Spanish American grants, it means "whatsoever is granted as favor or reward, as the privileges granted by the prince." *De Haro v United States* (US) 5 Wall 599, 18 L Ed 681, 688.

CONCESSIMUS: WE have Granted or Given. {*It is a form of a confession.*}

PROMISE OF IMMUNITY: A Promise, made by a Person In Authority in obtaining a confession, that the accused Shall Be Immune in whole or in part from Prosecution or Punishment. 29 Am J2d Ev § 563. {*Presidential Promise and Immunity for our concessimus and it is to be Enforced by the Executorial Assigned Promisors – Attorney Generals, County Attorneys and Judges.*}

PROMISE TO ANSWER FOR THE DEBT, DEFAULT, OR MISCARRIAGE OF ANOTHER: An undertaking by a person not before liable, for the purpose of securing or performing the same duty for which the original debtor continues to be liable. *Dillaby v Wilcox*, 60 Conn 71, 22 A 491. {*To be Enforced by the Executorial Assigned Promisors – Attorney General, County Attorneys and Judges.*}

PROMISE TO PAY: An undertaking to pay. UCC § 3-102(1)(c).

PROMISOR: A person who makes a promise to another; a person who Promises. (*STATE Fraternal Trustees/Executorial Assigned Promisor – STATE Attorney Generals, County Attorneys and Judges*)

PROMISSORY ESTOPPEL: A new name for an established doctrine. The principle that an estoppel may arise from the making of a promise, even though without consideration, if it was intended that the promise should be relied upon and in fact it was relied upon, and if a refusal to enforce it would be virtually to sanction the perpetration of fraud or would result in other injustice. 28 Am J2d Estop § 48. A promise which the Promisor should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the Promisee and which does induce such action or forbearance is Binding if Injustice can be avoided only by the enforcement of the PROMISE. *Fried v Fisher*, 328 Pa 497, 196 A 39, 115 ALR 147.

PROMISSORY REPRESENTATION. A representation as to something which will be or is intended to be done in the future. 37 Am J2d Fraud § 57. In the law of insurance, an allegation as of something to happen during the existence of the insurance. 29 Am J Rev ed Ins § 698. As the basis of estoppel, see promissory estoppel.

PROMISSORY WARRANTY: An absolute undertaking by an insured, contained in a policy of insurance or in a paper properly incorporated by reference, that certain facts or conditions pertaining to the risk shall continue, or that certain things with reference thereto shall be done or omitted. 29 Am J Rev ed Ins § 709.

IN REM: Against a Thing and not against a person; concerning the condition or status of a Thing. Re Will of W. F. Storey, 20 Ill App 183, 190.

In rem actio est per quam rem nostram quae ab alio possidetur petimus, et semper adversus eum est qui rem possidet. An action in rem is one by means of which we seek our property in the hands of another, and is always against him who holds possession of the property.

IN REM ACTION: In the more strict sense of the term, a proceeding to determine the right in specific property, against all the world, equally binding on everyone, but taking no cognizance of the owner or person with a beneficial interest, being against the Thing or property itself directly, and having for its object the disposition of the property without reference to the title of individual claimants. 1 Am J2d Actions § 40. Most clearly illustrated by the proceeding against a vessel in a court of admiralty. 2 Am J2d Adm §§ 93, 94. Inclusive in the broad sense of actions quasi in rem. See **QUASI IN REM ACTION**.

QUASI IN REM ACTION: An action which, although conventional in the sense of having named persons as parties, has the direct object of reaching and disposing of property or of some interest therein; an action in which the judgment deals with the status, ownership, or liability of particular property and operates only as between the particular parties to the proceeding. 1 Am J2d Actions § 41. An action in which the adjudication, involves a thing in the sense of a personal status, such as an action for divorce, 24 Am J2d Div & S § 245, or a proceeding for the adoption of a child, 2 Am J2d Adopt § 48, but also involves an element not found in an action strictly in rem where parties are not designated and the adjudication involves only a thing. Joiner v Joiner, 131 Ga 217, 62 SE 182.

JUDGMENT QUASI IN REM: A judgment, the object of which is to determine as between particular persons, the title to particular property or the right to possession of particular property, or to subject certain property of a particular person to the payment of a particular obligation of such person, either because such personal obligation is secured by a lien on the property, or because jurisdiction over the person of the obligor cannot be acquired. Sometimes regarded as a qualified judgment in personam rather than a qualified judgment in rem. 30A Am J Rev ed Judgm § 126.

JURISDICTION QUASI IN REM: Jurisdiction neither strictly in personam nor strictly in rem; an action in personam where a Thing or res is indirectly affected by the decision. Hanson v Denckla, 357 US 235, 2 L Ed 1283, 78 S Ct 1228, reh den 358 US 858, 3 L Ed 2d 92, 79 S Ct 10. Jurisdiction in a proceeding affecting a status or relation, for example, a marital status. Hamm v Hamm, 30 Tenn App 122, 204 SW2d 113, 175 ALR 523.

THINGS: Inanimate Objects. Gayer v Whelan, 59 Cal App 255, 139 P2d 763. As the subject matter of a bequest, effects, goods, assets, or property, dependent upon the intent of the testator as such appears from the will. Arnolds Estate, 240 Pa 261, 87 A 590.

BEHALF: In the name of; on account of; for the benefit, advantage, interest, profit, or vindication of. State v Eggerman & Co. 81 Tex 569, 572. See On His Behalf.

ON HIS BEHALF: For him and as authorized by him. State ex rel. La Follette v Kohler, 200 Wis 518, 228 NW 895, 69 ALR 348.

LEGAL RIGHT OF REDEMPTION: The RIGHT of a Mortgagor, in a jurisdiction where a mortgage has the effect of vesting title in the MORTGAGEE, to pay the mortgage debt and thus avoid the effect of the mortgage as a transfer of title. Stevens v Turlington, 186 NC 191, 119 SE 210, 32 ALR 870, 873.

VESTING ORDER: An order or decree of a court of equity transferring title to land.

VESTIRE: To vest; to invest, as with title.

REVERSION: A future estate in either real or personal property arising by operation of law to take effect in possession in favor of a Grantor, lessor, or Transferor (Mortgagor), or his heirs, distributees, devisees, or legatees, after the termination of a prior particular estate Granted, demised, or devised. 28 Am 32d Est § 171. An estate arising from the failure to dispose of an ultimate interest, or from the failure of an attempted but invalid disposition of an ultimate interest. 28 Am J2d Est § 173. The returning of property to the grantor or his heirs or devisees upon the exhaustion or running out of the grant, in other words, the returning of the property after the grant is over. Norman v Horton, 344 Mo 290, 126 SW2d 187, 125 ALR 531. The estate of a landlord during the existence of the outstanding leasehold estate. 32 Am J1st L & T § 76. An estate in praesenti, vested in the sense of a present fixed right of enjoyment in futuro. Norman v Horton, 344 Mo 290, 126 SW2d 187, 125 ALR 531; an estate dependent in respect of possession on the determination of the particular estate granted or devised. Metcalfe v Miller, 96 Mich 459, 56 NW 16.

A reversion may exist, under the view taken in some jurisdictions, as a repository for the "fee" or "inheritance" to be taken under ultimate contingent interests during the pendency of present interests. For instance, a reversion is sometimes stated to exist where an ultimate remainder in fee is contingent. Until it vests, there is a reversion in the grantor or deviser and his heirs. 28 Am J2d Est § 173.

The words "revert" and "reversion" are sometimes loosely used to describe an interest different from a reversion in the true sense of the term. A reversion does not become a remainder or a remainder a reversion because it is so called in the instrument creating it. The words should be construed in the light of the intent of the testator or grantor. Brown v Guthery, 190 NC 822, 130 SE 836.

DEMISE: Noun: A deed, lease, conveyance of the fee or of a life estate; a grant of land. Chandler v Hart, 161 Cal 405, 119 P 516; Atlantic & North Carolina Railroad Co. v Atlantic & North Carolina Co. 147 NC 368, 61 SE 185. The transfer of property by will. The word, appearing in a lease, implies a covenant on the part of the lessor of good right and title to make the lease. 32 Am J1st L & T § 268. The word also means death, this meaning having originated in the reluctance of people in an earlier time to speak of the possibility of the king's death, preferring to cloak the disaster of his dissolution by referring to it in the less harsh term "demise," the passing of the crown to his heir. Verb: To grant; to lease; to bequeath; to pass on the death of the owner by bequest or inheritance.

DEVICE: Something ingeniously conceived and skillfully made, especially something whereby to work a trick or perpetrate a fraud. Armour Parking Co. v United States, 209 US 56, 71, 52 L Ed 681, 690, 28 S Ct 428.

REVERT: To turn backward. To come back to a former owner. Pearce v Lott, 101 Ga 395, 399, 29 SE 276. To operate by way of a reversion; to come back to a Grantor or Lessor, Sometimes loosely used as the equivalent of "go to." Mastellar v Atkinson, 94 Kan 279, 14 P 367.

REVERTER: The restoration of the use of property to a donor in dedication upon the termination of the use for which dedicated. 14 Am J2d Cem § 24.

REVEST: To vest again in the same person. To return to a Grantor after the termination of a particular estate granted by him. McPheeters v Wright, 124 Ind 560, 24 NE 734.

MORTGAGE: In the ancient sense, an estate in mortuo vadio or DEAD PLEDGE. At common law, a qualified estate under a conditional conveyance given by way of security for the performance of an obligation, usually one for the payment of money. In the modern sense, a security or lien for the performance of an obligation. 36 Am J1st Mtg § 2. A conveyance of property to secure the performance of some obligation, the conveyance to be void on the due performance of the obligation. 36 Am J1st Mtg § 2.

MORTGAGE DEED: A Deed given by way of security; a mortgage.

MORTGAGEE: The person to whom a mortgage is made. A Mortgagee is held to be a "Purchaser" within the meaning of a statute entitling the widow of a nonresident alien to the same rights in her husband's property as a resident, except as against a "purchaser" from her husband. Estate of Gill, 79 Iowa 296, 44 NW 553. THE GRANTEE

MORTGAGEE IN POSSESSION: A Mortgagee [the GRANTEE - THING] in possession of the property mortgaged to him. An expression adopted by courts and law writers as a convenient phrase to describe the condition of a mortgagee who is in possession of mortgaged premises under such circumstances as to make the satisfaction of his lien a prerequisite to his being dispossessed, even in jurisdictions where the mortgage itself can confer no possessory right either before or after default; but the authorities are in some confusion as to what these circumstances are. It has been said that the possession must be "lawfully" acquired, or "without force;" that it must be taken under the mortgage, and because of it; that it need not be under the mortgage, nor with a view thereto; that it must be with the consent of the mortgagor, express or implied, etc. But there is probably no case limiting the right of a mortgagee to hold property of which he is in lawful possession to a case where such possession was with the consent of the mortgagor. Stouffer v Harlan, 68 Kan 135, 74P610.

MORTGAGE OF PATENT: A Mortgage of a Patent Right, the recording of which in the Patent Office, in accordance with the FEDERAL statute, is the equivalent of delivery of possession. [Hidden as the Bureau of Vital Statistics for the mortgaging of our Patent Rights]

DELIVERY OF DEED: A condition of the operative effect of the instrument. A transfer of the instrument from the grantor to the grantee or his agent or to a third person for the grantee's use, in such manner as to deprive the grantor of the right to recall it at his option, and with intent to convey title. Marshall v Marshall, 140 Cal App 2d 475, 259 P2d 131. A transfer of possession, either actual or constructive, from one person to another. Uniform Negotiable Instruments Act § 191.

ALLONGE: A paper attached to a bill or note, or so firmly affixed, as to be a part thereof, upon which an indorsement of the instrument is written. 11 Am J2d B & N § 353.

MORTGAGOR: A person who Mortgages his property to another; the maker of a Mortgage. THE GRANTOR

MORTGAGE POOL: A TRUST created by the Owners of several or even many mortgages, in transferring the instruments to a TRUSTEE [STATE Attorney General or U.S Trustee] to hold for the benefit of the Transferors. Anno: 107 ALR 1458.

CONSTRUCTIVE MORTGAGE: An instrument in the form of an absolute deed of real estate but intended as a mortgage, being given as security for the payment of a debt. Plummer v Isle, 41 Wash 5, 82 P 1009.

TRUSTEE EX DELICTO: One charged as constructive trustee because of his own wrong. 54 Am J1st Trusts § 218.

TRUSTEE EX MALEFICIO: A trustee from wrongdoing; the trustee of a trust arising by operation of law from a wrongful acquisition. A person charged as a constructive trustee because without right he has entered into possession or assumed the management of property belonging to another. Morris v Joseph, 1 W Va 256.

CONSTRUCTIVE TRUST: A trust by operation of law which arises contrary to intention and against the will, declared against one who, by fraud, actual or constructive, by duress or abuse of confidence, by commission of wrong, or by any form of unconscionable conduct, artifice, concealment, or questionable means, either has obtained or holds the legal right to property which he ought not, in equity and good conscience, hold and enjoy. 54 Am J1st Trusts § 218.

RETRANSFER: See reassignment; renegotiation.

REASSIGNMENT: An assignment made by an assignee. An assignment made by the assignee of an insurance policy. 29 Am J Rev ed Ins § 687. An assignment by an assignee back to the assignor. A new calendar of cases necessitated by exigencies such as unexpected settlements, continuances, voluntary dismissals, or unexpected prolongation of certain trials.

THIEF: A person who has committed the crime of larceny. One guilty of theft.

TRANSFeree: One to whom a transfer is made. *THE GRANTEE*

TRANSFEROR: One who makes a transfer. [We allowed the Transfer]

TRANSFER BY INDORSEMENT: The endorsement and delivery of a negotiable instrument to the INDORSEE. Such delivery may be actual, as where it is manually handed by one to the other, or it may be constructive, as where the Indorser puts the instrument in the power or under the control of the indorsee. Clark v Sigourney, 17 Conn 510, 524.

TRANSFERRED INTENT: The principle whereunder one acting with a wrongful intent is held criminally responsible for an ensuing wrong which was not intended by him. State v Griego, 61 NM 42, 294 P2d 282. The doctrine that where one intends to assault a certain person, and by mistake or inadvertence assaults another in his stead, the act is nevertheless a crime, the intent being transferred from the party intended to the person actually assaulted. People v Rothrock, 21 Cal App 2d 116, 68 P2d 364.

PATENT OFFICE: A federal bureau located in Washington D. C., headed by the Commissioner of Patents, wherein the merits of an application for a patent are considered and where all records, drawings, models, specifications, and other papers and things pertaining to PATENTS are required by law to be kept and preserved. 40 Am J1st Pat § 10. [Hidden as the Bureau of Vital Statistics for the mortgaging of our Patent Rights]

PATENT RIGHT: A right under a patent obtained for an invention, held by the patentee or an assignee. In its usual signification, the term means, a privilege granted by the government to the first inventor of a new and useful discovery or mode of manufacture that he also shall be entitled, during a limited period, to the exclusive use and benefit thereof. In the granting of patents, the Federal Government has never sought to do more, and in fact has never exercised greater authority, than to extend protection to the privilege, such as that granted by a patent for an invention, against the infringement of those who seek to invade it. Crown Cork & Seal Co. v Maryland, 87 Md 687, 40 A 1074.

LETTERS PATENT: The instrument evidencing the grant of a patent for an invention. 40 Am J1st Pat § 2. A Royal or governmental grant of property, status, title, authority, or privilege.

MORAL COERCION: Importunity or overpersuasion in stressing the necessity of action or inaction, sometimes amounting to undue influence. 25 Am J2d Dur § 36. A form of duress. 13 Am J2d Cane Inst § 28. Imposition, oppression, undue influence or the taking of undue advantage of the business or financial stress or extreme necessity or weakness of another. Lafayette Dramatic Productions v Ferentz, 305 Mich 193, 9 NW2d 57, 145 ALR 1158.

MORAL LAW: The law, in a very broad sense of the term "law," of conscience. Judge Dillon, in his Commentary on the Laws and Jurisprudence of England and America, says: "Not less wondrous than the revelations of the starry heavens, and much more important, and to no class of men more so than lawyers, is the moral law which Kant found within himself, and which is likewise found within, and is consciously recognized by, every man. This moral law holds its dominion by divine ordination over us all, from which escape or evasion is impossible. This moral law is the eternal and indestructible sense of justice and of right written by God on the living tablets of the human heart and revealed in his Holy Word." Moore v Strickling, 46 W Va 515, 33 SE 274.

MORAL TURPITUDE: Baseness, vileness, or depravity in the private and social duties which a man owes to his fellowmen or to society in general. Huff v Anderson, 212 Ga 32, 90 SE2d 329, 52 ALR2d 1310; Re Henry, 15 Idaho 755, 99 P 1054; State v Malusky, 59 ND 501, 230 NW 735, 71 ALR 190. Something immoral in itself, irrespective of the fact

that it is punished by law. Ex parte Mason, 29 Or 18, 43 P 651.

The term "**Crime Involving Moral Turpitude**" as found in the Immigration Act connotes something more than "illegal" or "criminal". It implies an act which is Contrary to the accepted and customary standard of right and duty between man and man prevailing in the United States. The test is not dependent upon a classification between felonies and misdemeanors nor upon a distinction between infamous and not infamous offenses. *Jordan v DeGeorge*, 341 US 223, 95 L Ed 886, 71 S Ct 703, reh den 341 US 956, 95 L Ed 1377, 71 S Ct 1011.

MORATORIUM: A period during which an obligor has a legal right to delay meeting an obligation. Anno: 137 ALR 1380. Legislation extending the time for payment of indebtedness. 3 Am J2d Agri § 30. Legislation providing in some manner for the temporary relief of debtors, particularly of those in the Armed Service, during the existence of war. Anno: 137 ALR 1380, 147 ALR 1311. The suspension of remedies against lessees. 32 Am J1st L & T § 1034.

SURRENDER: Yielding possession. A yielding up of an estate for life or years, to him who has the immediate estate in reversion or remainder, wherein the estate for life or years may drown by the mutual agreement. *Schieffelin v Carpenter* (NY) 15 Wend 400, 405. A giving up of something, as where a subscriber gives back to the corporation stock for which he has not paid the subscription price. Anno: 101 ALR 232. The relinquishment of one's right to an invention, thereby dedicating it to the public. 40 Am J1st Pat § 61. A condition of recovery of payment upon an instrument. 12 Am J2d B & N § 1025 (surrender of instrument.) A yielding of one's person as where an accused surrenders to an officer of the law.

SURRENDEREE: The cestui que use; that is, the person for whose use a surrender was made by a tenant to his Lord. See 2 Bl Comm 366.

SURRENDERER: One who surrenders. A tenant who surrendered his copyhold estate to his lord. "Till the admittance of the cestui que use, the Lord taketh notice of the SURRENDERER as his tenant." See 2 Bl Comm 368.

SURRENDER IN DEED: A surrender effected by means of a deed from the SURRENDERER to the Surrenderee.

SURRENDER OF CHARTER: The Dissolution or Termination of the existence of a corporation by a formal act on the part of the corporation in yielding its charter to the sovereignty under which the corporation was created and the acceptance of the same by the government. 19 Am J2d Corp § 1591.

SURRENDER OF FRANCHISE: The Termination of a franchise by its Voluntary Surrender by the GRANTEE, even a surrender presumed from circumstances indicating abandonment. 36 Am J2d Franch § 47.

SURREPTITIOUS: Clandestine. Secret. Kept secret, especially for a fraudulent purpose.

CLANDESTINE: Surreptitious; hidden or, at least, unpublicized, usually for an illegal or unworthy purpose.

CLANDESTINE INTRODUCTION: An offense also known as smuggling and embracing all unlawful acts of concealment or other illegal conduct tending to show a fixed intent to evade the customs duty by subsequently passing the goods through the jurisdiction of the customs officials without paying the duties imposed thereon by law. *Keck v United States*, 172 US 434, 43 L Ed 505, 509, 19 S Ct 254.

QUITCLAIM: A deed in the words of "remise, Release, and Quitclaim," manifesting the intention of the Grantor to convey his present interest, whatever it may be, To The GRANTEE. 23 Am J2d Deeds § 36. A deed which conveys whatever interest the Grantor has in the property, as distinguished from a grant of the fee or other Estate with Warranty of Title. 23 Am J2d Deeds § 291. [The SSN card, Drivers License, Certificate of Title,

RESURVEY. The survey of a tract of land according to a former plat or survey, the duty of the surveyor being to relocate, upon the best evidence obtainable, the courses and lines at the same place where originally located by the first surveyor. 12 Am J2d Bound § 61.

REPRESENTATION: A statement of a fact, truthful or untruthful. Within the meaning of the law of fraud: --anything short of a warranty, proceeding from the words, act, or conduct of the party charged, which is sufficient to create upon the mind a distinct impression of fact conducive to action. *Pocatello Secur. Trust Co. v Henry*, 35 Idaho 321, 206 P 175, 27 ALR 337. In the law of insurance:—an oral or written statement by the insured or his authorized agent to the insurer or its authorized agent, made prior to the completion of the contract, giving information as to some fact or state of facts with respect to the subject of the insurance, which is intended or necessary for the purpose of enabling the insurer to determine whether it will accept the risk, and at what premium. 29 Am J Rev ed Ins § 698. The principle of descent to the eldest son of an eldest son in prejudice of proximity of blood. 23 Am J2d Desc & D § 6. The doctrine under which a court of equity with jurisdiction to sell property may, in a proper case, alienate the contingent title or interest of unborn remaindermen, or even the contingent title of interested persons in esse whose names and addresses are unknown, provided all the parties are before the court who can be brought before it, and the rights of the nonexistent or as yet unascertained parties will be represented and sufficiently defended by those who are made parties and who have motives of self-interest and affection to make such defense. 31 Am J Rev ed Jud S § 13. See class action; class suit; implied representation; per stirpes; right of representation; virtual representation.

REPRESENTATION WORK: (Mining law.) The annual labor or "assessment work," as it is often called, required by statute providing that on each mining claim, until a patent is issued for it, there shall be annually expended in labor or

improvements a specified sum of money, and that upon failure to do so the claim shall be open to relocation in the same manner as if no location was ever made. *De Noon v Morrison*, 83 Cal 163, 23 P 374.

REPRESENTATIVE: An agent, an officer of a corporation or association, a trustee, executor, or administrator of an estate, or any other person empowered to act for another. UCC § 1-201(35). A member of the House of Representatives in Congress or a state legislature. A person who stands in the place of another, as heir, or in the right of succeeding to an estate of inheritance; one who takes by representation; a person who occupies another person's place and succeeds to his rights and liabilities. *Lee v Dill* (NY) 39 Barb 516, 520. A person who sues or defends in the interest of the estate of a decedent as his personal representative, heir, devisee, legatee, or distributee. 29 Am J2d Ev § 679. See labor representative; legal representative; personal representative; real representative.

REVOCACTION: A nullification ; a cancellation; a puffing to naught. A withdrawal; a recall. The nullification of an offer by the offeror before acceptance of the offer. 17 Am J2d Cont § 35. A spouse exercising his or her right to disregard a condonation of an offense by the other spouse, because of subsequent conduct of the offender, thereby asserting the once condoned offense as a ground of divorce. 24 Am J2d Div & S § 221.

REVOCACTION OF AGENCY: The **TERMINATION** of the relationship of **Principal (TRANSFEROR)** and **Agent (TRUSTEE)** by the principal or by the agent. 3 Am J2d Agency §§ 37 et seq. [see **MORTGAGE POOL**]

REVOCACTION OF AUTHORIZED REPRESENTATIVE: As present Authorized Representative act is base upon Deception and Fraud to remove the Promisor from all settlement liabilities.

REVOCACTION OF FRANCHISE: The **Termination** of a franchise by exercise of a reserved power of termination. 36 Am J2d Franch § 50.

REVOCACTION OF GUARANTY: The **Termination** by the Guarantor of a continuing guaranty or of his offer to guarantee an obligation to be incurred at a future time. 24 Am J1st Guar § 64.

GUARANTEE: The creditor under a contract of guaranty, being the person to whom the principal debtor is primarily liable and to whom the guarantor is secondarily liable. 24 Am J1st Guar § 2. In another sense, a guaranty.

GUARANTEED DIVIDENDS: An expression which is somewhat anomalous so far as it relates to corporate dividends, since dividends are payable only from net profits or surplus earnings, and is ordinarily construed to mean only that dividends are guaranteed in the event there are net profits from which they may properly be dispersed. 19 Am J2d Corp § 872. A "guaranty of dividend" by a corporation is nothing more than a pledge of the funds, legally applicable to the purposes of a dividend. *Taft v Hartford P. & F. R. Co.* 8 R1 310.

GUARANTOR: The person bound, by a contract of guaranty. 24 Am J1st Guar § 2. One who undertakes to answer for the debt, default, or miscarriage of another.

GUARANTY: An undertaking or promise, on the part of one person called the **Guarantor**, which is collateral to a primary or principal obligation on the part of another, and which binds the **Guarantor** to performance in the event of nonperformance by such other person, the latter being primarily bound to perform. 24 Am J1st Guar § 3. Concisely, a promise to answer for the debt, default, or miscarriage of another person, provided such person does not respond by payment or performance. *Hickory Novelty Co. v Andrews*, 188 NC 59, 123 SE 314. The fundamental difference between a contract of guaranty and one of suretyship is that the guarantor's contract is collateral to and independent of the contract the performance of which he guarantees while that of a surety is an original obligation. 24 Am J1st Guar § 11.

REVOCACTION OF LETTERS: The nullification of the letters of an executor or administrator for invalidity of the appointment or upon the removal of an executor or administrator by the court. 31 Am J2d Ex & Ad §§ 102, 109. [see **MORTGAGE OF PATENT** and **LETTERS PATENT**]

REVOKE: To withdraw, cancel, or annul. To set at naught. To effect a revocation. See revocation.

SURROGATE: In some of the states, as in New Jersey, this is the name of an officer who has jurisdiction in granting letters testamentary and letters of administration. 2. In some states, as in Pennsylvania, this officer is called register of wills and for granting letters, of administration in others, as in Massachusetts, he is called judge of probates. [The usage of a Surrogate GRANTEES is a "Crime Involving Moral Turpitude"]

SURROGACY: n. The role of a woman (a surrogate mother) who is commissioned to bear a child by a married couple unable to have children themselves. The pregnancy is usually initiated through artificial insemination of the surrogate mother by the husband, although sometimes the wife's eggs are used; in this case the surrogate has no genetic relationship to the child, being simply a host for the embryo. The Surrogacy Arrangements Act 1985 prohibits commercial agencies from engaging women to act as surrogate mothers. Breach of the prohibition is punishable with a fine of up to £2000 or three months' imprisonment. Surrogate mothers and commissioning parents are exempt from liability. Advertising surrogacy services is punishable with a similar maximum fine. See also **SECTION 30 ORDER**.

FRAUDULENT: That which is done with Intent To Defraud. *Luttrell v State*, 85 Tenn 232. See fraud.

FRAUDULENT CONVERSION: An essential element of the crime of embezzlement, which may consist either of an appropriation of the money or other personal property to the personal use of the accused, that is, of his disposition of it for his own personal benefit and his own private business, or in putting it to some other use than a proper discharge of the trust imposed, or after obtaining lawful possession, in failing to account for or pay over on proper or lawful demand. Blake v State, 12 Okla Crim 549, 160 P 30. A conversion by a fiduciary made with intent to deprive the beneficiary of the money permanently, or at least until restoration should be compelled. United States v Summers (DC Va) 19 F2d 627.

FRAUDULENT CONVEYANCE: A conveyance in fraud of creditors. A transaction by means of which the owner of real or personal property has sought to place the land or goods beyond the reach of his creditors, or which operates to the prejudice of their legal or equitable rights, or a conveyance which operates to the prejudice of the legal or equitable rights of other persons, including subsequent purchasers. 37 Am J2d Frd Conv § 1.

FRAUDULENT MORTGAGE: A mortgage fraudulent as to the creditors of the mortgagor. 37 Am J2d Frd Conv § 58.

FRAUDULENT REPRESENTATION: A representation proceeding from, or characterized by, fraud, and the purpose of which is to deceive. 37 Am J2d Fraud § 2. A representation that is knowingly untrue, or made without belief in its truth, or made recklessly, and, in any event, for the purpose of inducing action upon it. Clark v Haggard, 141 Conn 668, 109 A2d 358, 54 ALR2d 655.

FRAUDULENT TRANSFER: A transfer voidable in bankruptcy because made with actual intent to hinder, delay, or defraud existing or future creditors, or a transfer fraudulent in law, without reference to an actual fraudulent intent on the part of the bankrupt, because of the insolvency of the bankrupt at the time of the transfer and the absence of a fair consideration. 9 Am J2d Bankr § 1115.

HOLOGRAPHIC WILL: A will that is entirely written and signed by the testator in his own handwriting. 57 Am J1st Wills § 632. The requirement of attestation is not imposed in the case of a holographic will, since a successful counterfeit of another's handwriting is exceedingly difficult and the requirement that the instrument be in the testator's own handwriting is a sufficient protection against forgery. If a date is required, as it is in some jurisdictions by statute, the date must also be in the handwriting of the testator. 57 Am J1st Wills § 632.

WILL AND WISH: A Precatory term creative of a trust in a proper case. Temple v Russel, 251 Mass 231, 140 NE 679, 49 ALR 1.

STARE DECISIS: The Doctrine or Principle that decisions should stand as precedents for guidance in cases arising in the future. A strong judicial policy that the determination of a point of law by a court will generally be followed by a court of the same or a lower rank in a subsequent case which presents the same legal problem, although different parties are involved in the subsequent case. 20 Am J2d Cts § 183. *{Stare Decisis per the BIBLE; as the foundational set of Laws and Decisions for the setting up of the Constitutional Governments of this Country.}*